U.S. Department of State's Global Online Video Contest My Culture + Your Culture = ? Share Your Story

Guidelines and Official Rules

Terms:

- 1. The term "Contest" refers to the My Culture + Your Culture Online Video Contest.
- 2. The "Contest Sponsor" is the U.S. Department of State.
- 3. The "Contestant" is the owner of the ExchangesConnect account associated with a video submission.
- 4. An "Entry" is any video uploaded to the Contest site starting December 1, 2008 at 12:00 p.m. Eastern Standard Time (EST) through January 26, 2009 at 11:59 p.m. EST.

Eligibility:

- 1. Contestants must be 14 years or older at the time of their submission.
- 2. The Contest is open to individuals of all countries worldwide.
- 3. Contestants must submit their videos according to the two appropriate eligible age categories: 14-17 years of age, or 18 years of age and above.
- 4. Previous video-making experience is neither required nor prohibited.
- 5. The Contest is void where prohibited by law.
- 6. The following individuals are not eligible to enter the Contest: employees, directors and officers of the Contest Sponsor, the U.S. government, Ning, MetroStar, and each of their respective parent, subsidiary and affiliated companies, as well as contractors of the U.S. government, distribution, web design, advertising, fulfillment, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same household of each such individual.

General Requirements:

- 1. Entries must respond to the theme of the contest, "My Culture + Your Culture = ? Share Your Story."
- 2. Entries must be no more than three minutes in length, including titles.
- 3. Entries may use any narrative and technical style, including documentary, fiction, live action or animation. If the submission is a poem, short story, photo, piece of music, painting, or mural, the Contestant must utilize a video format to convey the submission.
- 4. Each Contestant may submit only one Entry.
- 5. Entries must be in English or have English subtitles. Contestants may use an online translation tool such as translate.google.com, www.worldlingo.com, to create the English text. Most video editing software includes a titling tool, but free titling software is also available on the Internet.

- 6. In order to submit an Entry for the Contest, a Contestant must join the ExchangesConnect community (http://connect.state.gov) with a valid e-mail address.
- 7. Entries must be uploaded to the ExchangesConnect community by 11:59 p.m. EST January 26, 2009. See uploading instructions below.
- 8. Once a video is uploaded to the ExchangesConnect community it is considered final and may not be modified or edited.
- 9. Upon submission of the Entry, the Contestant waives all rights to the use of the video in promotional and Contest-related activities by the Contest Sponsor and Contest Parties.
- 10. No Entries will be returned.
- 11. Participation is subject to Contestant's consent to the Contest Sponsor's Terms of Use and Privacy Policy, as posted on the http://connect.state.gov web site.

Registration:

- 1. The person named as the registered owner of the ExchangesConnect user account profile associated with the Entry will be considered the Contestant and will be the only person eligible to compete for the grand prize. The following exception applies: an individual may upload an Entry to the ExchangesConnect community on behalf of another individual and designate that other individual as the rightful winner of any eventual prize, if that other individual meets all eligibility requirements.
- 2. The top forty (40) Contestants will be contacted via e-mail to provide additional personal information required to confirm eligibility in the age category and country of residence.
- 3. Contestants must submit their country and age category when uploading their Entries. Dual nationals, immigrants or foreign residents of a country may choose to identify their Entry with either their country of origin or their country of residence but may choose only one. The Entry will be considered a submission from the country identified during upload for the purposes of the judging process. Any Entry without a country label will not be eligible to win the grand prize.
- 4. Contestants 14-17 years of age must provide consent from their parents or legal guardians. The Contest will verify parental consent by using EchoSign, a document management and signature collection tool. Parental consent also will be verified by the Department of State during the winner selection process.

Content Requirements:

- 1. Entries may contain original content, content in the public domain and copyrighted content in keeping with the following two rules;
 - 1. Entries must not contain any elements including music, audio, speech/voiceovers, stills, video, supers, or other audiovisual materials that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless the Contestant is the owner of such rights or has permission from their rightful owner to post the material and to grant Contest Sponsor all of the license rights granted herein and is able to produce documentation to that effect.
 - 2. By uploading an Entry, the Contestant affirms that he or she has obtained the necessary rights, licenses, consents and permissions to use all material in the

video and any material depicted in the video, including but not limited to rights to use original content not produced by the Contestant and consent from all individuals whose image or likeness appears in the video and that he or she is prepared to provide documentation to that effect upon request. Failure to obtain such rights and consents may result in the disqualification of the Entry at the Contest Sponsor's sole discretion.

- 2. Entries must not contain profanity, explicit sexual material, graphic violence, appeals to violence or commercial promotion. Entries must adhere to the norms of civil discourse and should not contain material that might be considered abusive, inflammatory or disrespectful to other groups or individuals.
- 3. Entries that do not comply with these Guidelines and Official Rules or that otherwise contain prohibited, inappropriate, or irrelevant content as determined by the Contest Sponsor, at its sole discretion, will be disqualified, removed from the Contest site and not considered for a prize.

Liabilities and Rights:

- 1. The Contest Sponsor does not endorse any Entry or any opinion, recommendation, or advice expressed therein, and the Contest Sponsor expressly disclaims any and all liability in connection with all Entries.
- 2. The Contest Sponsor does not permit or condone copyright infringing activities and infringement of intellectual property rights and will remove any Entry in violation of copyright protections if properly notified that an Entry infringes on another's intellectual property rights.
- 3. The Contestant assumes sole responsibility for the material contained in the Entry and for the consequences of posting it on the Contest site.
- 4. Neither the Contest Sponsor nor any of the Contest Parties is liable for any disputes between collaborators related to an Entry.
- 5. Contestants retain ownership of their Entries. However, by submitting an Entry to the Contest, Contestants grant the Contest Sponsor a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Entries in any media formats and through any media channels in connection with the Contest and in connection with the business of the Contest Sponsor. Entries are subject to editing, as they may be used by the Contest Sponsor for promotional purposes.

Uploading Videos:

- 1. Entries must be compressed to 100 MB or less for uploading on the ExchangesConnect community (http://connect.state.gov).
- 2. Entries must be formatted in ".avi", ".mov", ".mpg", or ".wmv" for uploading on the ExchangesConnect community.
- 3. Contestants must join the ExchangesConnect community in order to submit an Entry.
- 4. Once Contestants have logged into the ExchangesConnect community, they should click on the "Upload" link and follow the instructions to upload the Entry. For any questions on how to upload an Entry or problems with the upload process, e-mail ECACommunityManager@metrostarsystems.com.

Judging Criteria

All Entries will be screened by the Contest Sponsor to ensure compliance with the Terms of Ning, ExchangesConnect, and the Official Rules of the Contest before being posted to the ExchangesConnect community. Subsequently, the winning Entries will be selected via a three-step process. The first round will involve peer review by the ExchangesConnect community. The top forty (40) videos, as selected by the ExchangesConnect community based on the highest number of views, will advance to a recommendation round to be judged by a panel of distinguished international exchange program alumni. The Contest Sponsor will make the final selection of the winners based on the panel's recommendation.

Round 1: All eligible Entries will be posted on the ExchangesConnect social network for their viewing and rating until the Contest deadline. Videos will be posted following a review of eligibility and compliance with the terms and conditions below. If deemed eligible, Entries will be posted within 48 hours of their submission, starting at the beginning of the submission timeframe. The top forty (40) Entries will be chosen by the ExchangesConnect community.

The top forty (40) Entries will be determined by two factors: (1) number of views and (2) the highest rating (on a five-star scale). In rating the videos online, we encourage the ExchangesConnect community to base their ratings on the following criteria:

- Originality
- Creativity
- Effectiveness
- Production Quality

The ExchangesConnect community voting period will last from December 1, 2008 until January 26, 2009. Therefore, the earlier Contestants submit their Entries, the greater chance they have to receive a high number of views and rating by the ExchangesConnect community.

Round 2: The top forty (40) Entries as determined by the ExchangesConnect community will be reviewed and ranked by a panel of "Prominent Alumni Judges."

The final forty (40) Entries will be divided into four different categories:

- Entries from U.S. residents (under 18 years of age)
- Entries from U.S. residents (18 years of age and older)
- Entries from non-U.S. residents (under 18 years of age)
- Entries from non-U.S. residents (18 years of age and older)

Round 3: One (1) winner and one (1) runner-up will be selected in each category, for a total of four (4) winners and four (4) runners-up. The judges will base their decisions on the following criteria:

- Originality
- Creativity
- Effectiveness
- Production Quality

The winning Entries will be posted in the ExchangesConnect community (http://connect.state.gov). The four (4) winners will receive the grand prize: an all-expense paid, approximately two-week cultural exchange program to the United States (for the non-U.S. winners) or from the United States to a country to be determined (for the U.S. winners).

- The Contest Sponsor reserves the right to verify that an Entry is in full compliance with these Contest Guidelines and Official Rules before it is recognized as a winning Entry and before awarding any prize.
- The Contest Sponsor reserves the right to require prize winners to submit to a confidential background check to confirm eligibility as a condition of awarding the prize. The intent of this background check is to ensure the use of any such person in advertising or publicity for the Contest will not bring Contest Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Contest Sponsor. This is at the sole discretion of the Contest Sponsor.
- Travel to the United States is contingent on the winners' eligibility to receive a U.S. Government Visitors J-1 visa. Travel overseas is contingent on the U.S.-based winners' eligibility to receive an international visa as required. The Contest Sponsor will make all reasonable efforts to facilitate these processes but cannot guarantee that visas will be issued.

Timeline:

- December 1, 2008 January 26, 2009: Entries uploaded to the ExchangesConnect community (http://connect.state.gov).
- December 1, 2008 January 26, 2009: ExchangesConnect community views and rates Entries.
- February 9 -23, 2009: Judges review, rank, and recommend; Contest Sponsor decides.
- March 16, 2009: Winners notified and announced.
- July 1, 2009: Visa interview appointments should be scheduled.
- Summer/Fall 2009: Grand Prize trip to the United States (for non-U.S. winners) and from the United States abroad (for U.S. winners)

General Terms and Conditions: If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest Sponsor reserves the right, at its sole discretion, to cancel, modify or terminate the Contest. Further, the Contest Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest Sponsor or the ExchangesConnect social networking site hosted on Ning; (b) violating the Official Contest Rules; (c) violating the Ning Terms of Service, (d) violating the Contest Sponsor's Terms of Use and Privacy Statements, or (e) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

LIMITATIONS OF LIABILITY AND RELEASE: Contest Sponsor and Contest Parties assume no liability or responsibility resulting from any user's participation in or attempt to

participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. Contest Sponsor and Contest Parties assume no responsibility or liability for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the ExchangesConnect community social network in whole or in part for any reason; traffic congestion on the Internet or the Exchanges Connect social network or on the Ning platform; failure of the Ning platform; unauthorized human or non-human intervention with the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Contest Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the ExchangesConnect social network. Use of ExchangesConnect social network is at user's own risk and is based upon user's agreement with Ning's Terms of Service, Ning's Privacy Statement, the ExchangesConnect Terms of Use and the ExchangesConnect Privacy Statement. Contest Sponsor and the Contest Parties are not responsible for any personal injury or property damage or loss of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the ExchangesConnect social network or Ning, or the download of any information from the ExchangesConnect social network by Ning. By participating in the Contest, the Contestant releases Contest Sponsor and any Contest Parties from any and all claims, damages or liabilities arising from or relating to such Contestant's participation in the Contest. The Contest Sponsor and Contest Parties are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Contest Sponsor may, but is not obligated to, exercise reasonable efforts to air the winning Entries and deliver all or part of the prizes or make a reasonable substitution in its sole discretion.